



BRIERY CREEK WILDLIFE MANAGEMENT AREA
BCWMA FY2019 (CONTRACT # 2019-002)

NOTICE OF TIMBER SALE
(REGENERATION HARVEST)

The Virginia Department of Game and inland Fisheries (DGIF), is offering a pine regeneration harvest for sale. Sealed bids will be received for the purchase of pulpwood and sawtimber designated for removal in harvest on the Briery Creek Wildlife Management Area located in Prince Edward County. One (1) unit of 60.1 acres is to be complete harvested. Maps showing tract location and access are attached. Bids will be received by the Virginia Department of Game & Inland Fisheries, Attention: Department Forester, 107 Foxwood Drive, Farmville, Virginia 23901 until 11:00 a.m., Thursday, August 30, 2018, at which time all bids will be opened.

The timber sale boundary is defined with blue paint along the exterior and flagging along the woods roads. Ingress and egress shall be only through access roads shown on the maps or mutually agreed upon. Logging operators must be certified as a SHARP LOGGER or equivalent. All logging activity will be confined within the sale area and any logging debris accumulated outside the area must be pulled within the sale area. Logging slash will be distributed throughout the stands and removed from the major forest access roads. Stump height shall approach ground level and must not exceed ten inches above mineral soil.

Site Visit: Show date on August 21, 2018 at 10:00 am or visit the site at your convenience. Meet at the gate on SR 701 by sale unit for the showing. The timber sale is located approximately 11 miles southwest of Farmville, Virginia off of Wash Out Road (SR 701) in Prince Edward County, Virginia (see attached map).

The approximate volume of sawtimber and pulpwood to be harvested is listed below:

The following volumes are only estimates and not guaranteed. Each bidder is urged to use their own cruise data to compute bids.

Pine Pulpwood	14.8 tons
Hard Pulpwood	177.1 tons
Pine Sawtimber	431.5 MBF
Hard Sawtimber	3.1 MBF

No bids on a log scale or mill tally basis shall be considered. A deposit of fifteen percent of the bid price must accompany all bids. In order for a bid to be accepted, the deposit must be in the form of a certified or cashier's check made payable to the Treasurer of Virginia. The deposit shall be credited toward the purchase price of the timber for the successful bidder. Deposits will be returned to all other bidders. Bids to purchase portions of the timber offered, or bids on a log scale or mill run price shall not be considered.

All bids will be submitted on a lump sum basis. The written bid must be quoted to two decimal places to minimize the chance of duplicate bids. **The timber sale shall be awarded to the purchaser submitting the highest bid.**

A drawing will be held to break tie bids. The Virginia Department of Game and inland Fisheries reserve the right to reject any and all bids.

QUESTIONS REGARDING THIS BID SOLICITATION MAY BE DIRECTED TO:

M. Kent Burtner	Telephone: (O)540-248-9360	(C)434-981-6643
Katie Martin	Telephone: (O)434-392-9645	(C)540-416-3282
Randy Kyner	Telephone: (O)540-248-9360	(C)540-487-3669

INSTRUCTIONS

1. Be sure to enter your complete and correct address.

All bids will be on the basis of lump sum price quotes (\$0.00) of all pulpwood and sawtimber. Carry all bid quotations to two decimal places. Bids will be received by the Virginia Department of Game & Inland Fisheries, Attention: Department Forester, 107 Foxwood Drive, Farmville, Virginia 23901 on Thursday, August 30, 2018, at which time all bids will be opened. The bidders are required to make a down payment of **15% to the Treasurer of Virginia**. This money will go toward payment for timber to be harvested.

1. Seal your proposal in the envelope marked as follows: "Sealed Bid for Timber Sale on the Briery Creek Wildlife Management Area. OPEN: August 30, 2018, at 11:00 a.m." **Please write your name on the sealed envelope, "Bid Proposed by: (Name)."**
2. Enclose this sealed envelope in your envelope addressed to the Virginia Department of Game & Inland Fisheries, Attention: Department Forester, at 107 Foxwood Drive, Farmville, Virginia 23901.
3. Be sure your bid is signed, sealed and mailed in time to reach the Virginia Department of Game & Inland Fisheries office well before 11:00 a.m., August 30, 2018.
4. Bid Opening: 11:00 a.m. on August 30, 2018 at the Virginia Department of Game and Inland Fisheries office located at 107 Foxwood Drive, Farmville, Virginia 23901



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Regeneration Harvest: Located in Prince Edward County. One unit is to be harvested to make a total acreage of 60.1. A listing of unit to be harvested and acreage involved is attached. Maps showing location and access are also attached. On behalf of DGIF, personnel will take prospective buyers to the harvest units if requested.

Date _____, 20 _____

I _____, of _____,
(NAME) (RURAL/PO BOX, CITY)

Virginia, _____ (ZIP CODE) [Phone Number: (____) _____ - _____] hereby offer to purchase the timber designated for removal in a regeneration harvest on the above defined portion of the Briery Creek Wildlife Management Area. I understand that the bid quotation below is for competitive selection of purchaser to perform needed work and that said bid price is firm for the duration of the contract. The high bidder will be required to make a down payment of 15% (**made payable to the Treasurer of Virginia**) of the bid price at bid opening with balance due when the harvest begins. The bid I wish to submit for consideration is:

_____ Dollars

(\$ _____)

I agree that the awarding of said contract shall be to the purchaser submitting the highest bid. In case of identical bids, final determination will be by drawing restricted to those parties of identical bids. I also understand that the Virginia Department of Game and inland Fisheries reserves the right to reject any and all bids

A purchaser is in default if his bid is accepted and he fails to abide by his agreement to purchase the timber as offered. Debarment, suspension or rejection of future bids by the Department may result from such default.

Signature _____

Name (Typed or Printed)

Send to:
Virginia Department of Game and Inland Fisheries
Attention: Forester
107 Foxwood Drive
Farmville, Virginia 23901



**BRIERY CREEK WILDLIFE MANAGEMENT AREA
SAMPLE TIMBER SALE CONTRACT
BCWMA FY2019 (CONTRACT # 2019-002)
(Regeneration Harvest)**

THIS AGREEMENT, made and entered into this 30th day of August 2018, by and between the Commonwealth of Virginia, Department of Game and Inland Fisheries hereinafter called DGIF, and _____, of _____, Virginia, hereinafter called the Purchaser.

WITNESSETH THAT:

ARTICLE I

(1) DGIF agrees to sell and the Purchaser agrees to buy all available sawtimber and standing pulpwood on the estimated **60.1** acres in one unit designated for regeneration harvest cutting. All sawtimber and pulpwood estimated offered for sale is marked with **blue** marked boundaries and flagged roads. ALL MERCHANTABLE TIMBER IS SCHEDULED FOR CUTTING UNDER THIS CONTRACT in the regeneration harvest. The estimated volume to be removed from the regeneration harvest units is estimated to be approximately **434.6** thousand board feet of sawtimber (International 1/4" Rule) and **191.9** tons of standing pulpwood.

(2) DGIF guarantees the title to said timber and to defend it against any and all claims for taxes, mortgages or other legitimate encumbrances at its own expense.

(3) DGIF hereby expressly grants to the Purchaser the right of ingress and egress across and upon the sale area.

ARTICLE II

(1) The Purchaser agrees to pay DGIF for this harvestable timber within the two cutting units a price of \$ _____.

(2) The initial down payment of 15% will go toward payment of the timber to be harvested. The balance of the sale price will be due when harvesting operations begins. Checks are to be made payable to the **Treasurer of Virginia** and sent to **Kent Burtner, Forester, Virginia Department of Game and Inland Fisheries, P.O. Box 996, Verona, VA 24482.**

(3) No timber shall be cut, nor shall this contract be deemed to be in effect until the appropriate signatures have been affixed to this contract.

(4) Unless a written extension of time is granted by the DGIF, or barring forfeiture of cutting rights for noncompliance of contract provisions, all stumpage to be harvested in this harvest shall be removed on or before October 31, 2020. **No Logging Activities are to be conducted during June1 through July 31.**

ARTICLE III

(1) Timber harvested hereunder shall be felled, skidded and concentrated in such manner as to cause the least possible waste and a minimum of damage to streams, creeks, springs and soils.

- (a) Harvesting shall be performed by certified logging crews (SHARP LOGGER or equivalent) and a valid certificate shall be submitted to the Virginia Department of Game and Inland Fisheries prior to the start of any harvesting activities.
- (b) Stumps shall be cut in such manner as to cause the least possible waste and not higher than ten inches above ground level.
- (c) All trees shall be felled within the cutting boundaries. Logging debris accumulated outside the harvest area shall be pulled back within the area unless otherwise specified by the DGIF. Logging debris should not be left in large piles at the deck. To the extent possible, logging debris should be evenly distributed across the logging site. Logging slash will be distributed as evenly as possible across the sites harvested and will be removed from the major forest roads.
- (d) No trees, logs or logging debris will be left in streams, creeks or springs.
- (e) The Purchaser and DGIF shall mutually lay out the designated system of skidding trails and loading decks over which the timber sold hereunder shall be removed. All skidding and assembling activities will be confined to these trails and loading decks and no other. Stand access will be designated as shown on the attached sketch maps, or as mutually agreed upon.
- (f) DGIF and the Purchaser shall mutually agree to postpone logging activities during such time as these activities would result in detrimental consequences to forest soils during prolonged periods of inclement weather. The harvest period may be extended by the number of days which the inclement weather forces the suspension of the harvest.

(2) Sawtimber, pulpwood or other products produced by the Purchaser from standing trees shall be removed in such a manner as to cause the least possible damage to the existing main haul roads and no public hazard at entrance ways to primary and secondary Virginia highways.

- (a) Access to the harvest area is adequate and main hauls will be confined to this system for all men, materials and logging equipment including transport trucks necessary for the removal of said timber; the right to designate or approve the location of any new road across DGIF land is specifically reserved.
- (b) All such new roads with the exception of skidding roads constructed by the Purchaser and all existing roads within the harvest area shall be left in passable condition (usable by pickup truck) during the contract period. Upon completion of this contract, existing roads shall be restored to a condition equal to or better than the condition prior to the beginning of the logging operation."
- (c) The Purchaser shall comply with the Water Quality and BMP standards listed in the "Virginia's Forestry Best Management Practices for Water Quality, Fourth Edition" issued by the Virginia Department of Forestry, as well as all applicable laws and regulations of the Commonwealth of Virginia. The Department reserves specifically the right to request corrective action of the Purchaser in maintenance of culvert pipes, water bars, side ditches, lead-off ditches and seeding/stabilization where destructive action of the Purchaser has contributed to an erosion problem.
- (d) The Purchaser shall guard against the unnecessary transfer of mud and debris by vehicle onto the public highway system of the Commonwealth of Virginia, whereby the same poses a threat to public safety. Furthermore, the Purchaser assumes the responsibility for the preventive and/or corrective action necessary to eliminate this source of hazard should the problem develop.
- (e) The purchaser will assume the responsibility for stabilizing against erosion on the harvest areas, used forest roads and trails according to the Water Quality BMP Handbook.

(3) The Purchaser agrees to exercise the utmost care and caution to prevent the inception and spread of forest fires on the area for sale and on adjoining areas. The Purchaser further agrees to observe and comply with all the forest fire laws of the State of Virginia which may be applicable. The Purchaser will be held liable for costs associated with controlling any fire caused by the harvest operation or for fire damage to residual trees and adjacent forest stands.

ARTICLE IV

DGIF reserves the right to postpone timber removal under terms of this contract for gross noncompliance with the agreed upon provisions herein, to the extent, however, that in case of dispute over the terms of this agreement, DGIF and the Purchaser agree to accept the decision of an arbitration board of three selected persons. Each of the contracting persons will select one person and the two selected will select a third to form this board. In the event a satisfactory decision is not reached, appeal to the local Circuit Court is available.

ARTICLE V

(1) The Purchaser's signature on the face of this bid certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material and is in all respects, fair and without collusion or fraud. The Purchaser understands that collusive bidding is a violation of the Virginia Governmental Fraud Act and federal law and can result in fines, prison sentences, and civil damage awards. The Purchaser agrees to abide by all conditions of this bid/proposal.

(2) The Purchaser, and all solicitations and advertisements for employees placed by or on behalf of the Purchaser, will state that such Purchaser is an equal opportunity employer.

(a) The Purchaser will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bonafided occupational qualification reasonably necessary to the normal operation of the Purchaser.

(b) The Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

(3) DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on state property are prohibited:

(a) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

(b) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

(4) The Purchaser/bidder certifies and warrants that by his signature on the face of this bid he has neither offered nor received any kickbacks from any other bidder in connection with his bid on this solicitation. A kickback is defined as an inducement for the award of a contract, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

(5) No bidder shall confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(6) The Purchaser/contractor shall indemnify, and hold harmless the Commonwealth of Virginia, its offices, agents and employees from any claims, suits, liability or damage arising from or caused by negligence on the part of the Purchaser/Contractor in harvesting the timber herein conveyed.

(7) This contract may not be assigned, sublet or transferred without the written consent of the Department.

(8) **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder or offer or certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offer or further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- b. Employer's Liability - \$100,000.
- c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- d. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

(9) CHANGES TO THE CONTRACT: The parties may agree in writing to modify the scope of the contract.

WITNESS:

PURCHASER

TELEPHONE NUMBER

Approved under the above conditions _____, 2018.

VDGIF

Briery Creek WMA- Prince Edward County, Virginia

Acres: 60.1 Acres

Date: 10/27/2017

Sawtimber (International 1/4-inch tree scale)

--Thousand Board Feet--

DBH	Loblolly		Red	White
	<u>Pine</u>	<u>Poplar</u>	<u>Oak</u>	<u>Oak</u>
12	12.4		1.0	1.0
14	48.4	1.1		
16	175.1			
18	121.7			
20	67.5			
22	<u>6.3</u>			
Total	431.5	1.1	1.0	1.0

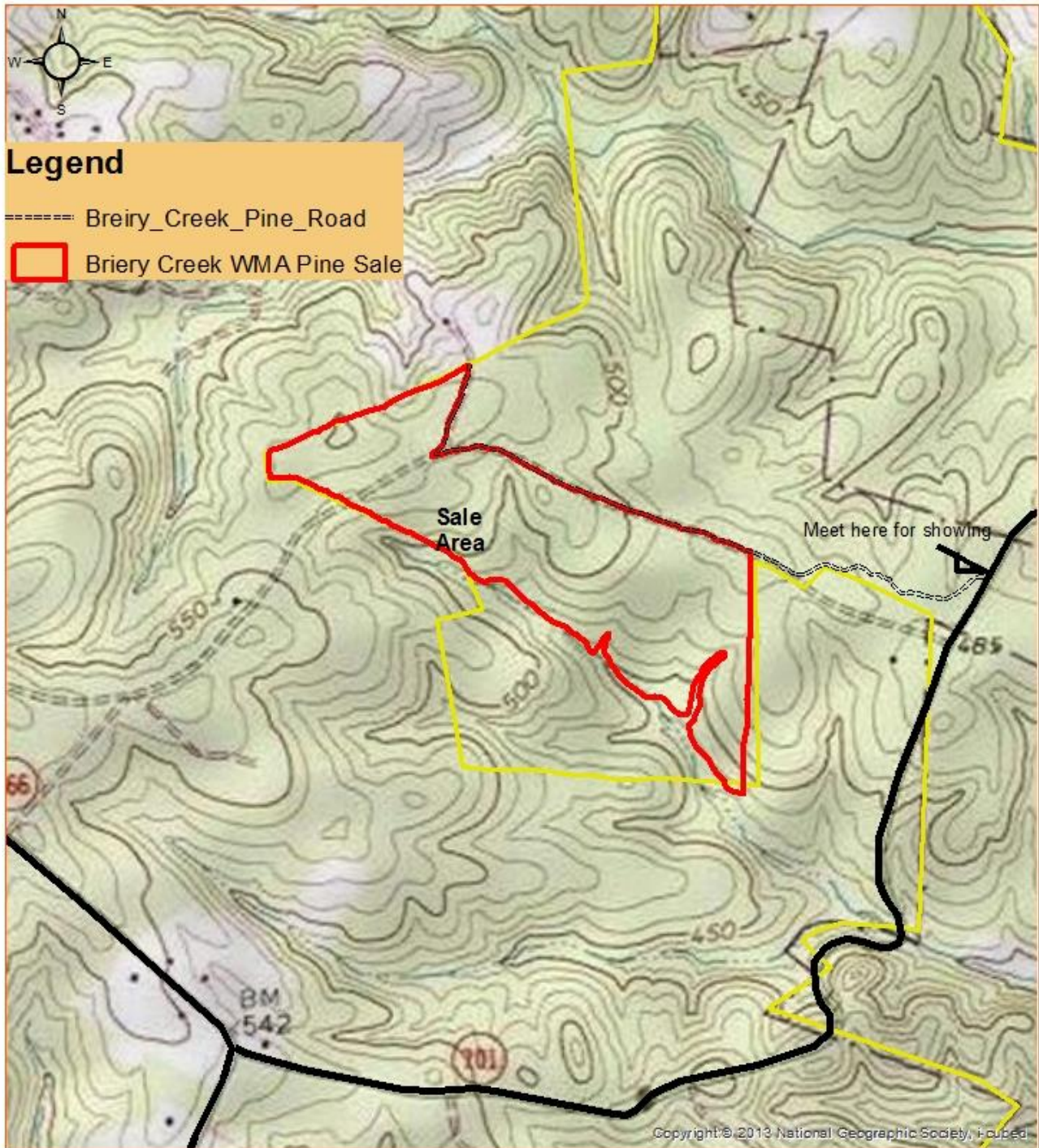
Total Sawtimber: 434,600 Board Feet

-----Pulpwood-----				
	Pine		Hardwood	
Dbh	Volume	Weight	Volume	Weight
	<u>Cords</u>	<u>Tons</u>	<u>Cords</u>	<u>Tons</u>
6	2.7	7.4	16.2	44.4
8	2.8	7.4	31.0	83.7
10	0.0	0.0	18.0	49.0
12	0.0	0.0	0.0	0.0
14	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
Total	5.5	14.8	65.2	177.1



CONSERVE. CONNECT. PROTECT.

Briery Creek WMA Prince Edward County, VA



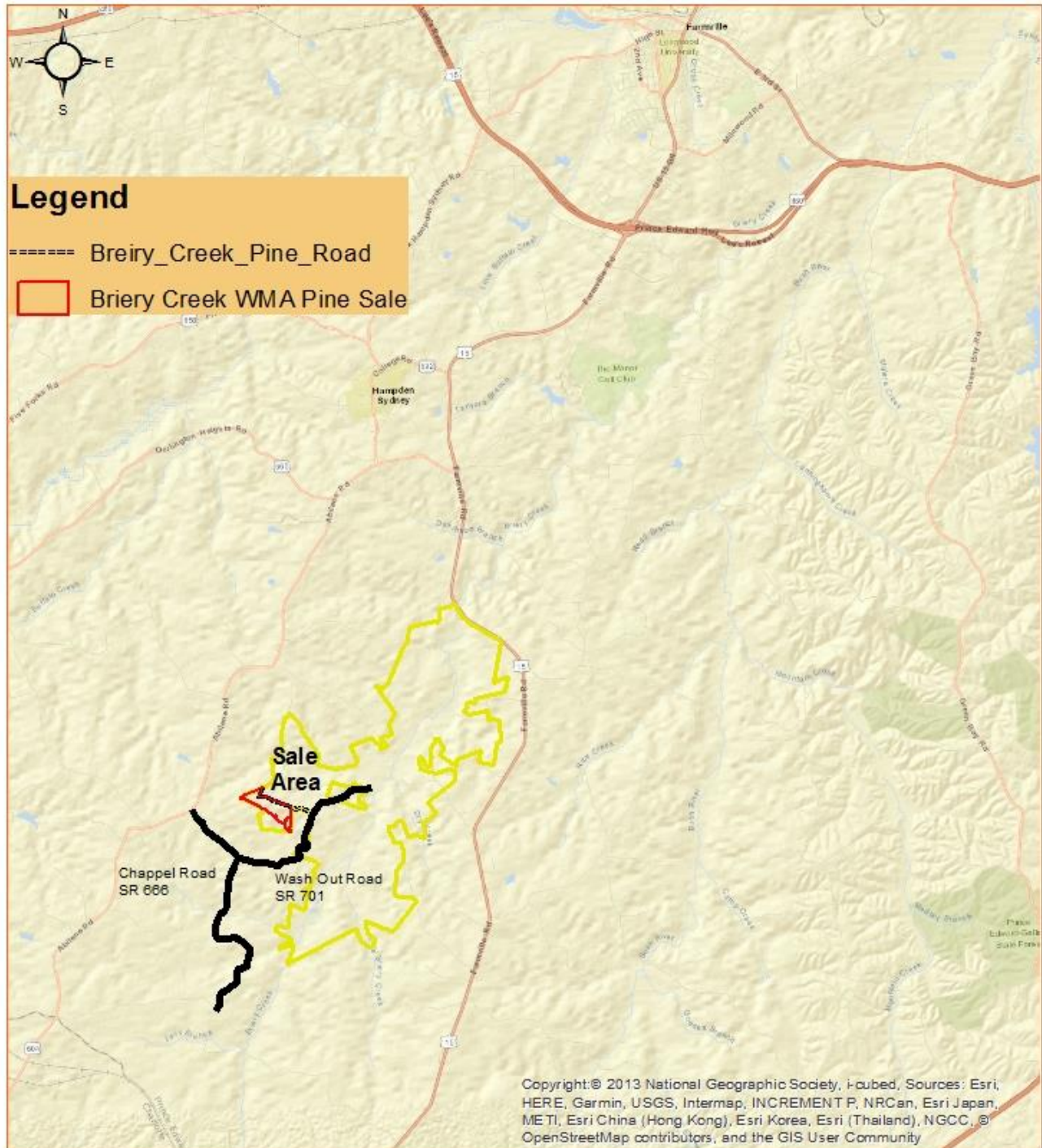
0 330 660 1,320 1,980 2,640 3,300 Feet

Drawn by: RCK (7/30/18)



CONSERVE. CONNECT. PROTECT.

Briery Creek WMA Prince Edward County, VA



0 4,250 8,500 17,000 25,500 34,000 Feet

Drawn by: RCK (7/30/18)